

CITY OF SAN ANTONIO
SHORT TERM LICENSE AGREEMENT FOR RENTAL OF CONVENTION FACILITIES
HENRY B. GONZALEZ CONVENTION CENTER, LILA COCKRELL THEATRE, MUNICIPAL AUDITORIUM

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FILE # EVENT_SEARCH

This License Agreement ("**LICENSE**") is made and entered into by and between the City of San Antonio ("**CITY**") a municipal corporation of the State of Texas, acting by and through its Director of Convention Facilities, ("**DIRECTOR**") and ACCOUNT LEGAL NAME, hereinafter called **LICENSEE**, for the following express purposes and conditions, all of which the **LICENSEE** hereby covenants and agrees with **CITY** to keep and perform:

I. PAYMENT TO CITY AND GRANT AND TERM OF LICENSE

1.1 That **CITY**, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by **LICENSEE**, does hereby agree to furnish certain space, hereinafter called **LICENSED PREMISES**, located in the San Antonio Convention Facilities, City of San Antonio, Bexar County, Texas, as designated below, and **LICENSEE** agrees as consideration hereof and as payment for the right herein granted to use the **LICENSED PREMISES** to pay **CITY** as follows:

Commencement Date/Time

EVENT_MOVEIN_DATE_FMTD – EVENT_MOVEOUT_DATE_FMTD
EVENT_MOVEIN_TIME – EVENT_MOVEOUT_TIME

Licensed Premises

See Addendum I for Space Usage

Deposit Due

\$ _____ By DUE_DATE_FMTD

Estimated Minimum Total Due/Date

\$ _ / EVENT_MOVEOUT_DATE_FMTD2

1.2 **LICENSEE** further agrees to pay to **CITY** on demand any and all sums which may be due **CITY** for additional services, accommodations or materials as may be requested by **LICENSEE** as provided in Article II entitled "ADDITIONAL SERVICES." Total balance owed for rents and/or additional services is due the final day of the event. Interest at the highest rate allowed by Texas Law will be assessed to any unpaid balance after 30 days from the due date.

1.3 The amounts above are based on rates approved by **CITY** Ordinance # 93084.

II. ADDITIONAL SERVICES

2.1 Should **LICENSEE** require additional services, accommodations or materials other than those ordinarily provided for the **LICENSED PREMISES**, which the **DIRECTOR** or his designee agrees could be provided by **CITY**, such as special set-ups or special labor requests, and **LICENSEE** desires **CITY** to provide those services, **LICENSEE** shall make a written request for said services no later than 60 days prior to the Commencement Date. **LICENSEE** agrees to pay on demand any and all sums which may be due **CITY** for said additional services. Such payment shall be made to **CITY** at the office of the Director of Convention Facilities, P.O. Box 1809, San Antonio, TX, 78296. Total balance owed for additional services is due on the final day of the event. Interest at the highest rate allowed by Texas Law will be assessed to any unpaid balance after 30 days from the due date.

III. RELEASE OF SPACE

3.1 Should **LICENSEE** release all or any portion of the **LICENSED PREMISES** described herein, **LICENSEE** will forfeit all payment made on the released space, unless the released space is re-booked to another party. **LICENSEE** understands that **CITY** is under no obligation to re-book the **LICENSED PREMISES** for the account of **LICENSEE**.

IV. USE OF LICENSED PROPERTY AND EQUIPMENT

4.1 The **LICENSED PREMISES** and equipment shall be used for the purpose of EVENT LEGAL NAME and for no other purpose without the prior written consent of the **CITY**. The **CITY** reserves the right to review the intended use of the **LICENSED PREMISES**. The **LICENSEE** may not use the **LICENSED PREMISES** for any purpose other than that specifically agreed to by **CITY**.

4.2 **LICENSEE** understands that **CITY** has sole control of all concession rights as reserved in Article 4.13 hereof, and that NO FOOD OR BEVERAGE, WITH OR WITHOUT CHARGE, SAMPLES OR OTHERWISE, MAY BE SERVED OR DISTRIBUTED BY **LICENSEE** WITHOUT THE PRIOR WRITTEN CONSENT OF **CITY**. FURTHER, **LICENSEE** WILL NOT ALLOW ANY ATTENDEE TO BRING IN FOOD OR BEVERAGE.

4.3 **PERSONNEL AND EXCLUSIVE SERVICES.** **LICENSEE** shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the San Antonio Convention Facilities including, but not limited to, tickets sellers, ticket takers, ushers, registration personnel, security guards, paramedics, spotlight operators, sound system technicians, plumbers, electricians, and any other personnel necessary for the handling of freight, decorations, scenery, or other property of **LICENSEE**. San Antonio Convention Facilities have exclusive contracts for various services more fully described in Addendum II attached hereto and made a part of this **LICENSE**. **LICENSEE** agrees that each person employed by **LICENSEE** to provide services in the San Antonio Convention Facilities will at all times maintain a neat and clean appearance and conduct himself/herself in a polite and professional manner. **LICENSEE** agrees to replace any such employee failing to do so upon notice by **DIRECTOR**.

4.4 **CONTROL OF BUILDING.** In furnishing the **LICENSED PREMISES**, **CITY** reserves the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of said premises.

4.5 EXHIBITS. All exhibits shall be removed from the exhibit area of the *LICENSED PREMISES* on or before NA o'clock, NA, on the NA day of NA, NA. In the event that the above stated area is not vacated by *LICENSEE* on the date above named, *CITY* is hereby authorized to remove from said area and to store at the expense of *LICENSEE* all personal property of any and all kinds and description which may then be occupying the *LICENSED PREMISES*. *CITY* shall not be liable for any damages to or loss of such personal property which may be sustained due to such removal or resulting from the place to which it may be removed. *CITY* is hereby expressly released from any and all claims for any damages of whatever kind or nature.

4.6 REMOVAL OF INSTALLATIONS AND PROPERTY OF LICENSEE. In the event platform, stagings or other structures are erected by *LICENSEE* or any of the exhibitors in any portion of the building, the expense of such erection and removal shall be paid for by *LICENSEE*. All property of *LICENSEE* shall be removed from the *LICENSED PREMISES* at the expiration of the term hereof.

4.7 ALTERATIONS. *LICENSEE* will not cause or permit any nails or any other things to be driven into any portion of the San Antonio Convention Facilities, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the *LICENSED PREMISES* or furnishing or the equipment thereof, nor do or permit to be done anything which will damage or change the finish or appearance of the San Antonio Convention Facilities or the furnishings thereof. TAPE OR OTHER ADHESIVE MATERIALS MAY NOT BE APPLIED TO WALLS OR OTHER SURFACES OF THE LICENSED PREMISES WITHOUT THE PRIOR APPROVAL OF DIRECTOR. ALL PRODUCTS OR BALLOONS THAT COULD RISE TO THE CEILING BECAUSE OF THE PRODUCT'S PHYSICAL PROPERTIES ARE PROHIBITED ALONG WITH DECORATIONS OR ITEMS THAT CREATE A SUBSTANTIAL RISK OF DAMAGE OR EXCESSIVE LITTER. *LICENSEE* will pay the costs of repairing any damages which may be done to the *LICENSED PREMISES* or any of the fixtures, furniture or furnishings thereof by an act of *LICENSEE* or any of *LICENSEE*'S employees or agents or anyone visiting the *LICENSED PREMISES* upon the invitation of *LICENSEE*, including the patrons of the event of *LICENSEE*. *DIRECTOR* shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of *LICENSE*, *LICENSEE* is to be held responsible.

4.8 SEATING CAPACITY. In no event shall attendance at a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated capacity as determined by the City's Fire Marshall.

4.9 AISLES AND ALL ACCESS CLEAR. *LICENSEE* will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits, or passageways and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, elevators, or access to public utilities of said building shall be obstructed by *LICENSEE* or used for any purpose other than for ingress and egress to and from the *LICENSED PREMISES*.

4.10 RESPONSIBILITY FOR DAMAGE. If said *LICENSED PREMISES*, or any portion of said building, during the term of this *LICENSE* shall be damaged by the act, default or negligence of *LICENSEE*, or of *LICENSEE*'S agent, employees, patrons, guests, or any person admitted to the said *LICENSED PREMISES* by *LICENSEE*, *LICENSEE* will pay to *CITY*, upon demand, such sum as shall be necessary to restore said *LICENSED PREMISES* to its present condition. *LICENSEE* hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said *LICENSED PREMISES*, or to any portion of said building with the consent of *LICENSEE*'S employees or any person acting for or on behalf of *LICENSEE*.

CARPETED AREAS: Specifically, if any carpeted area, not restricted to Ballrooms, Meeting Rooms, Park View, Tower View, and Ballroom C Foyer, is driven over by a motorized vehicle, that area must be protected from damage. In order to prevent damage, the mandatory method of protection is additional clean carpet laid upside down on the area to be driven. No other method will be permitted.

4.11 SECURITY PERSONNEL. As a condition of the granting of this *LICENSE*, *LICENSEE* agrees to provide adequate security at all times. Security arrangements must be made through the Office of the Chief, San Antonio Police Department, and are subject to the approval of Director. *LICENSEE* must contact the Chief's designated representative at (210) 207-7020 no later than .

4.12 LICENSEE'S REPRESENTATIVE. A representative of *LICENSEE* approved by Director or his designee shall remain on the premises during the term hereof and until performers and the public have left the premises.

4.13 RESERVED RIGHTS. *CITY* reserves the sole and exclusive right to sell or serve on, in or about the *LICENSED PREMISES* any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, or *CITY* may grant all concession rights to any party or parties designated by *CITY*, and no food or beverage, samples or otherwise, may be served or distributed by *LICENSEE* without the prior written consent of *CITY*. *CITY* likewise reserves the right, through its *DIRECTOR*, his designee or *CITY*'S Police Officers, to eject any objectionable persons from said building, and upon the exercise of this authority, *LICENSEE* hereby waives any right and all claims for damages against *CITY*, or any of its agents, officials, or employees.

V. INDEMNITY

5.1 *LICENSEE* COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, *CITY* AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF *CITY*, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON *CITY*, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO *LICENSEE*'S ACTIVITIES UNDER THIS *LICENSE AGREEMENT*, INCLUDING ANY ACTS OR OMISSIONS OF *LICENSEE*, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBLICENSEE OF *LICENSEE*, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS *LICENSE AGREEMENT*, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO *CITY* UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS *INDEMNIFICATION* ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. *LICENSEE* SHALL PROMPTLY ADVISE *CITY* IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE *CITY* OR *LICENSEE* KNOWN TO *LICENSEE* RELATED TO OR ARISING OUT OF *LICENSEE*'S ACTIVITIES UNDER THE *LICENSE AGREEMENT* AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT *LICENSEE*'S COST. *CITY* SHALL HAVE THE RIGHT, AT ITS

OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING LICENSEE OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

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5.2 IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS LICENSE AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE, IS AN INDEMNITY EXTENDED BY LICENSEE TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE, PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE. LICENSEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

VI. INSURANCE REQUIREMENTS

6.1 Prior to the commencement of any work under this LICENSE, LICENSEE shall furnish an original completed Certificate(s) of Insurance to CITY's Convention Facilities Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to CITY. CITY shall have no duty to pay or perform under this LICENSE until such certificate shall have been delivered to the CITY's Convention Facilities Department and the City Clerk's Office, and no officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.

6.2 CITY reserves the right to review the insurance requirements of this article during the effective period of this LICENSE and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this LICENSE, but in no instance will CITY allow modification whereupon CITY may incur increased risk.

6.3 LICENSEE'S financial integrity is of interest to CITY, therefore, subject to LICENSEE'S right to maintain reasonable deductibles in such amounts as are approved by CITY, LICENSEE shall obtain and maintain in full force and effect for the duration of this LICENSE, and any extension hereof, at LICENSEE'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to CITY, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
2. Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations *b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual liability *f. Explosion, collapse, underground g. Broad form property damage, to include fire legal liability	Bodily Injury and Property Damage of \$1,000,000 per occurrence, with a \$2,000,000 General Aggregate, or its equivalent, in umbrella or excess liability coverage
3. Business Automobile Liability a. Owned/lease vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
*If applicable	

6.4 CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by CITY, LICENSEE shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.

6.5 LICENSEE agrees that, with respect to the above required insurance, all insurance agreements and Certificate(s) of Insurance will contain the following required provisions.

Name CITY and its officers, employees, volunteers and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under agreement with CITY, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy;

Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of CITY.

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6.6 *LICENSEE* shall notify *CITY* in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to *CITY* at the following address:

City of San Antonio
Convention Facilities Department
P.O. Box 1809
San Antonio, Texas 78296

6.7 If *LICENSEE* fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, *CITY* may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by *CITY* is an alternative to other remedies *CITY* may have, and is not the exclusive remedy for failure of *LICENSEE* to maintain said insurance or secure such endorsement. In addition to any other remedies *CITY* may have upon *LICENSEE'S* failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, *CITY* shall have the right to order *LICENSEE* to stop work hereunder, and/or withhold any payment(s) which become due to *LICENSEE* hereunder until *LICENSEE* demonstrates compliance with the requirements hereof.

6.8 Nothing herein contained shall be construed as limiting, in any way, the extent to which *LICENSEE* may be held responsible for payments of damages to persons or property resulting from *LICENSEE'S* or its subcontractors' performance of the work covered under this *LICENSE*.

VII. COPYRIGHT INDEMNIFICATION

7.1 *LICENSEE* AGREES TO ASSUME FULL RESPONSIBILITY FOR COMPLYING WITH THE FEDERAL COPYRIGHT LAW OF 1978 (17 U.S.C. 101, ET SEQ, as amended,) AND ANY REGULATIONS ISSUED THEREAFTER INCLUDING, BUT NOT LIMITED TO, THE ASSUMPTION OF ANY AND ALL RESPONSIBILITIES FOR PAYING ROYALTIES WHICH ARE DUE FOR THE USE OF COPYRIGHTED WORKS IN *LICENSEE'S* PERFORMANCES OR EXHIBITIONS TO THE COPYRIGHT OWNER, OR REPRESENTATIVES OF SAID COPYRIGHT OWNER, AND *LICENSEE* AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS *CITY*, ITS OFFICERS, EMPLOYEES AND AGENTS, FOR ANY CLAIMS, LOSSES, EXPENSES OR DAMAGES GROWING OUT OF *LICENSEE'S* INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND/OR REGULATIONS.

VIII. LAW OBSERVANCE/TAXES

8.1 *LICENSEE* shall not do, nor suffer to be done, anything on the *LICENSED PREMISES*, during the term of this *LICENSE*, in violation of the laws of the United States, the State of Texas, or any of the ordinances of *CITY* including, but not limited to, license requirements of *CITY* such as the itinerant vendors license required by Ordinance #48702, Article 1, dated 5-26-77, (Article III, Sec. 28-14 thru 28-23.2 of the City Code), applicable to persons operating a temporary or transient business for selling and delivering goods, wares or merchandise in *CITY*, and issued through the office of the City Treasurer. Further, *LICENSEE* shall obey all rules and regulations of *CITY* for the government and management of the San Antonio Convention Facilities, together with all rules and requirements of the police and fire departments of *CITY*. *LICENSEE* agrees that every employee, agent or invitee connected with the purpose for which the premises are licensed shall abide by, conform to and comply with all and any such rules, laws, and ordinances. If the attention of said *LICENSEE* is called to such violations, *LICENSEE* will immediately desist from and correct such violations.

8.2 If actual sales are made on the *LICENSED PREMISES*, *LICENSEE* must inform each seller of the applicable sales tax. This rate is subject to change and *LICENSEE* must check with the Local State Comptroller's Office (1(800) 252-8880) prior to show date to ascertain the current rate. Additionally, *LICENSEE* is responsible for ensuring that each seller possesses a sales permit number prior to the start of the show.

IX. ATTORNEY'S FEES

9.1 If *CITY* is required to file suit to collect any amount owed it under this *LICENSE* for *LICENSEE'S* use of the *LICENSED PREMISES*, *CITY* shall be entitled to collect reasonable attorney's fees.

X. NON-DISCRIMINATION

10.1 *LICENSEE*, its agents, and employees agree not to discriminate on account of race, color, religion, national origin, gender, or handicapped condition in the use of or admission to the *LICENSED PREMISES*.

XI. PERFORMANCE QUALITY

11.1 *LICENSEE* hereby agrees that no activity, performance, exhibition or entertainment (*attraction*) shall be given or held or take place in the *LICENSED PREMISES* herein described which is potentially dangerous to the public or which is illegal, indecent, obscene, lewd, or immoral, and should any exhibition or performance or any part thereof be deemed by *DIRECTOR* to be dangerous, illegal, indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities, then said *DIRECTOR* shall have the right to demand of *LICENSEE* that *LICENSEE* immediately, upon receipt of such notice, make such changes.

XII. ABANDONED ITEMS

12.1 *CITY* shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the *LICENSED PREMISES*. *LICENSEE* agrees to hold *CITY* harmless for dispensing of said articles not claimed within 24 hours after the end of the event.

XIII. TERMS USED

13.1 It is understood that whenever this *LICENSE* authorizes or requires *CITY* to take any action, it may be done by *DIRECTOR*, his designee or by other persons designated by the City Manager.

XIV. CANCELLATION BY CITY

14.1 Violation by *LICENSEE* of any covenant, agreement or condition contained herein shall be cause for termination hereof by *CITY*. In such a case, *LICENSEE* forfeits any payment already made and is entitled to a refund only if the canceled space is re-booked to another party. In addition, *CITY* may likewise terminate this *LICENSE* if the *LICENSEE* should, prior to the date of occupancy thereunder, violate any covenant, agreement, or condition in any other agreement which the *LICENSEE* might have for use of the Convention Facilities or should a court having jurisdiction over *LICENSEE* take its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act. Written notice of such cancellation will be given to the *LICENSEE* by *DIRECTOR*. *LICENSEE* waives any and all claims for damages against *CITY* resulting from such cancellation.

XV. NO WAIVER

15.1 No waiver by *CITY* of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

XVI. IMPOSSIBILITY OF PERFORMANCE

16.1 If the (a) San Antonio Convention Facilities or any portion thereof be destroyed or damaged by fire or other calamity so as to prevent the use of the *LICENSED PREMISES* for the purposes and during the periods specified in this *LICENSE*, or (b) if the use of the *LICENSED PREMISES* by *LICENSEE* shall be prevented by an act of God, strike, lockout, material or labor shortage, restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of *CITY*, then this *LICENSE* shall terminate. *CITY* shall not be liable or responsible to *LICENSEE* for any damages caused thereby and *LICENSEE* hereby waives any claim against *CITY* for damages by reason of such terminations, except that any unearned portion of the rent due thereunder shall abate, or, if previously paid, shall be refunded by *CITY* to *LICENSEE*.

16.2 Further, *CITY* reserves the right to relocate *LICENSEE* to an alternate space within the Convention Facilities which is suitable for the use of *LICENSEE* should such relocation become necessary. In the event of such relocation, this agreement shall continue in full force and effect with the new location substituted for the old location. *CITY* shall use its best efforts to avoid any unnecessary inconvenience to *LICENSEE*.

XVII. SEVERABILITY

17.1 In case any one or more of the provisions contained in this *LICENSE* shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this *LICENSE* shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

XVIII. NOTICES

18.1 Any notices required or appropriate under this *LICENSE* shall be given in writing to *LICENSEE* at the address shown below, and to City, c/o Director of Convention Facilities, P.O. Box 1809, San Antonio, Texas, 78296.

XIX. HEADINGS

19.1 The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this *LICENSE*.

XX. NO ASSIGNMENT

20.1 This *LICENSE* is personal to *LICENSEE*. It is nonassignable and any attempt to assign this *LICENSE* will terminate all rights and privileges herein granted.

XXI. TEXAS LAW TO APPLY

21.1 This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this *LICENSE* shall be in Bexar County, Texas. This *LICENSE* is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

XXII. ENTIRE AGREEMENT

22.1 This *LICENSE* contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this *LICENSE*, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written or contained in Addendum(s) _____ and information sheet.

XXIII. AUTHORIZED AGENT

23.1 The signer of this *LICENSE* for *LICENSEE* hereby represents that he or she has full authority to execute this *LICENSE* on behalf of *LICENSEE*.

XXIV. ASSISTED LISTENING DEVICES

24.1 The San Antonio Convention Facilities makes available, at no cost to *LICENSEE*, a TELFEX F/M Assistive Listening System, consisting of a transmitter and wireless receivers for use during events. The system is made available in compliance with Title II (State & Local Government) of the Americans with Disabilities Act (ADA).

LICENSEE, in compliance with the provisions of Title III of the ADA (Public Accommodations) and policies of the Department of Convention Facilities is required to:

- (1) Utilize the provided system or supply one of its own;
- (2) Advertise the availability of the assistive listening devices through the use of on-site signs, event programs, brochures and/or distributed promotional materials;
- (3) Maintain an audio feed to the system;
- (4) Administer the system through responsible distribution, collection, and return of the wireless transmitters and;
- (5) Supply staff to administer the system, receive the headsets and assure proper return of the equipment to the facilities.

Arrangements for the use of the system can be made through the Technical System Supervisor, or his designee, at (210) 207-8564, in advance of the dates requested.

LICENSEE is responsible for the proper storage, collection and prompt return of the loaned devices to the facilities at the end of the event and will be charged for any damage, loss or theft of the system or associated equipment.

24.2 Henry B. Gonzalez Convention Center is currently under expansion and is substantially ADA compliant. As in any construction phase, compliances are not fully met until the entire phase is completed. The facility will then be made compliant with Title II (State & Local Government) of the Americans with Disabilities Act (ADA).

XXV. RECYCLING PROGRAMS

25.1 The Convention Facilities Department has an extensive recycling program as well as food bank donation program. *LICENSEE* is encouraged to utilize the recycling services available.

- (1) The facility recycles office paper, aluminum cans, plastic, glass, cardboard, polyurethane foam, scrap metal, and pallets. Recycling containers for cans and paper are available throughout the facility.
- (2) All foods prepared for *LICENSEE* in excess will be donated to the local food bank by the exclusive catering service of the Convention Facilities.

XXVI. TICKETING

26.1 In the event that tickets are sold to the public for the event described in this *LICENSE*, arrangements for tickets will be made through Ticketmaster (more fully described in Addendum II attached hereto and made a part of this *LICENSE*).

PAYMENT RECORD

INITIAL PAYMENTS _____

DATE: _____

RECEIPT NO. _____

FINAL PAYMENTS _____

DATE: _____

RECEIPT NO. _____

OTHER PAYMENTS:

LICENSEE: ACCOUNT_LEGAL_NAME2

BY: _____

Authorized Agent

EXECUTED THIS DAY: _____

CITY OF SAN ANTONIO

BY: _____

Director, Convention Facilities

EXECUTED THIS DAY: _____

10/21/02 10:33 AM

12/07/00